

EXHIBIT

D

Part five

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section 1).

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:

- (1) The injury or damage arises out of:

- (a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement:

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for, "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft, or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

14. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

15. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

Policy Number
5031690768



COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE
UNITED STATES FIRE INSURANCE COMPANY

Named Insured TRATAROS CONSTRUCTION INC
Agent Name ALLIED COVERAGE CORP

Effective Date: 04-01-98
12:01 A.M., Standard Time
Agent No. C60688

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Code No. 91580	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS		Products/Completed Operations	
		Rate	Premium
Code No. 91590	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: CONTRACTORS PERMANENT YARDS - MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL		Products/Completed Operations	
		Rate	Premium
Code No. 91590	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: CONTRACTORS PERMANENT YARDS - MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL		Products/Completed Operations	
		Rate	Premium
Code No. 92338	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: DRY WALL OR WALLBOARD INSTALLATION		Products/Completed Operations	
		Rate	Premium

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Code No. 92478	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: ELECTRICAL WORK - WITHIN BUILDINGS		Products/Completed Operations	
		Rate	Premium
Code No. 98304	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: PAINTING - EXTERIOR - BUILDINGS OR STRUCTURES THREE STORIES OR LESS IN HEIGHT - NOC		Products/Completed Operations	
		Rate	Premium
Code No. 98482	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: PLUMBING - COMMERCIAL AND INDUSTRIAL		Products/Completed Operations	
		Rate	Premium
Code No. 99746	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$	Rate	Premium
Classification: TILE, STONE, MARBLE, MOSAIC OR TERRAZZO WORK - INTERIOR CONSTRUCTION		Products/Completed Operations	
		Rate	Premium

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UNITED STATES FIRE INSURANCE COMPANY

Named Insured TRATAROS CONSTRUCTION INC
Agent Name ALLIED COVERAGE CORP

Effective Date: 04-01-98
12:01 A.M., Standard Time
Agent No. C60688

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy:

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Code No. 91340	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 002/001	Exposure \$	Rate	Premium
Classification: CARPENTRY - CONSTRUCTION OF RESIDENTIAL PROPERTY NOT EXCEEDING THREE STORIES IN HEIGHT		Products/Completed Operations	
		Rate	Premium
Code No. 91590	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 002/001	Exposure \$	Rate	Premium
Classification: CONTRACTORS PERMANENT YARDS - MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL		Products/Completed Operations	
		Rate	Premium
Code No. 91629	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 002/001	Exposure \$	Rate	Premium
Classification: DEBRIS REMOVAL - CONSTRUCTION SITE		Products/Completed Operations	
		Rate	Premium
Code No. 92478	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 002/001	Exposure \$	Rate	Premium
Classification: ELECTRICAL WORK - WITHIN BUILDINGS		Products/Completed Operations	
		Rate	Premium

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COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE
UNITED STATES FIRE INSURANCE COMPANY

Named Insured TRATAROS CONSTRUCTION INC
Agent Name ALLIED COVERAGE CORP

Effective Date: 04-01-98
12:01 A.M., Standard Time
Agent No. C60688

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Code No. 91340	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 003/001	Exposure \$	Rate	Premium
Classification: CARPENTRY - CONSTRUCTION OF RESIDENTIAL PROPERTY NOT EXCEEDING THREE STORIES IN HEIGHT		Products/Completed Operations	
		Rate	Premium
Code No. 91341	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 003/001	Exposure \$	Rate	Premium
Classification: CARPENTRY - INTERIOR		Products/Completed Operations	
		Rate	Premium
Code No. 91342	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 003/001	Exposure \$	Rate	Premium
Classification: CARPENTRY - NOC		Products/Completed Operations	
		Rate	Premium
Code No. 91629	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 003/001	Exposure \$	Rate	Premium
Classification: DEBRIS REMOVAL - CONSTRUCTION SITE		Products/Completed Operations	
		Rate	Premium

1. 2. Exclusions J. (3), (4) and (6) do not apply to the use of elevators.
2. Exclusion K. does not apply to:

- a. the use of elevators; or
- b. liability assumed under a sidetrack agreement

The insurance afforded by reason of this provision XIV is excess over any valid and collectible property insurance (including any deductible) available to the insured, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other insurance is changed accordingly.

XV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

10. Your unintentional failure to disclose all hazards or prior "Occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.